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10 Attorneys for Plaintiff, Kenny Schaff  
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12 UNITED STATES DISTRICT COURT  
13 SOUTHERN DISTRICT OF CALIFORNIA  
14

15 Kenny Schaff,  
16

17 Plaintiff,  
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19 vs.  
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Medicredit, Inc.; and DOES 1-10,  
21 inclusive,  
22

Defendants.  
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Case No.: **'12CV1420 L JMA**

**COMPLAINT FOR DAMAGES**  
**1. VIOLATION OF FAIR DEBT**  
**COLLECTION PRACTICES ACT,**  
**15 U.S.C. § 1692 ET. SEQ;**  
**2. VIOLATION OF FAIR DEBT**  
**COLLECTION PRACTICES ACT,**  
**CAL.CIV.CODE § 1788 ET. SEQ.**

**JURY TRIAL DEMANDED**

1 For this Complaint, the Plaintiff, Kenny Schaff, by undersigned counsel, states  
2 as follows:  
3

4 **JURISDICTION**

5 1. This action arises out of Defendants' repeated violations of the Fair Debt  
6 Collection Practices Act, 15 U.S.C. § 1692, et seq. ("FDCPA"), and the invasions of  
7 Plaintiff's personal privacy by the Defendants and its agents in their illegal efforts to  
8 collect a consumer debt.  
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10 2. Supplemental jurisdiction exists pursuant to 28 U.S.C. § 1367.  
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12 3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), in that  
13 Defendants transact business here and a substantial portion of the acts giving rise to  
14 this action occurred here.  
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16 **PARTIES**

17 4. The Plaintiff, Kenny Schaff (hereafter "Plaintiff"), is an adult individual  
18 residing at Santee, California, and is a "consumer" as the term is defined by 15 U.S.C.  
19 § 1692a(3).  
20

21 5. The Defendant, Mediacredit, Inc. (hereafter "Mediacredit"), is a company  
22 with an address of 3620 Interstate 70 Drive SE, Columbia, Missouri 65201-6582,  
23 operating as a collection agency, and is a "debt collector" as the term is defined by 15  
24 U.S.C. § 1692a(6).  
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1           6. Does 1-10 (the “Collectors”) are individual collectors employed by  
2           Medicredit and whose identities are currently unknown to the Plaintiff. One or more  
3           of the Collectors may be joined as parties once their identities are disclosed through  
4           discovery.  
5

6           7. Medicredit at all times acted by and through one or more of the  
7           Collectors.  
8

9  
10                           **ALLEGATIONS APPLICABLE TO ALL COUNTS**

11           **A. The Debt**

12  
13           8. The Plaintiff allegedly incurred a financial obligation (the “Debt”) to an  
14           original creditor (the “Creditor”).

15           9. The Debt arose from services provided by the Creditor which were  
16           primarily for family, personal or household purposes and which meets the definition  
17           of a “debt” under 15 U.S.C. § 1692a(5).  
18

19           10. The Debt was purchased, assigned or transferred to Medicredit for  
20           collection, or Medicredit was employed by the Creditor to collect the Debt.  
21

22           11. The Defendants attempted to collect the Debt and, as such, engaged in  
23           “communications” as defined in 15 U.S.C. § 1692a(2).  
24  
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**B. Mediacredit Engages in Harassment and Abusive Tactics**

12. Within the last year, the Defendants contacted the Plaintiff in an attempt to collect the Debt.

13. Mediacredit spoke with Plaintiff's girlfriend, a third party, about the Debt and its attempts to collect the Debt.

14. Plaintiff reached an arrangement in which he would satisfy the Debt in full for \$1600 (the "Agreement"). Pursuant to the Agreement, Plaintiff was going to contact Mediacredit the following month once he could save enough money to pay the \$1600.

15. Pursuant to the Agreement, Plaintiff contacted Mediacredit the following month to advise that he had saved the amount of \$1600 and wanted to pay the Debt.

16. Mediacredit then demanded that Plaintiff pay \$1900 despite the Agreement to accept \$1600 for payment in full of the Debt. Plaintiff reminded Mediacredit of the terms of the Agreement, but Mediacredit refused to

17. Plaintiff is informed and believes and thereon alleges that the Debt is past the statute of limitations.

18. Mediacredit failed to advise Plaintiff that the Debt was past the statute of limitations.

1 **C. Plaintiff Suffered Actual Damages**

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3 19. The Plaintiff has suffered and continues to suffer actual damages as a  
4 result of the Defendants' unlawful conduct.

5  
6 20. As a direct consequence of the Defendants' acts, practices and conduct,  
7 the Plaintiff suffered and continues to suffer from humiliation, anger, anxiety,  
8 emotional distress, fear, frustration and embarrassment.

9  
10 21. The Defendants' conduct was so outrageous in character, and so extreme  
11 in degree, as to go beyond all possible bounds of decency, and to be regarded as  
12 atrocious, and utterly intolerable in a civilized community.

13  
14 **COUNT I**  
15 **VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT**  
16 **15 U.S.C. § 1692, et seq.**

17 22. The Plaintiff incorporates by reference all of the above paragraphs of this  
18 Complaint as though fully stated herein.

19 23. The Defendants caused a phone to ring repeatedly and engaged the  
20 Plaintiff in telephone conversations, with the intent to annoy and harass, in violation  
21 of 15 U.S.C. § 1692d(5).

22  
23 24. Defendants used an unfair and unconscionable means to collect the debt,  
24 in violation of 15 U.S.C. § 1692e.

25  
26 25. The Defendants misrepresented the character and legal status of the debt,  
27 in violation of 15 U.S.C. § 1692e(2).

27. The foregoing acts and omissions of the Defendants constitute numerous and multiple violations of the FDCPA, including every one of the above-cited provisions.

28. The Plaintiff is entitled to damages as a result of the Defendants' violations.

29. The Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

30. The Rosenthal Fair Debt Collection Practices Act, California Civil Code section 1788 et seq. (“Rosenthal Act”) prohibits unfair and deceptive acts and practices in the collection of consumer debts.

31. Medcredit, Inc., in the regular course of business, engages in debt collection and is a “debt collector” as defined by Cal. Civ. Code § 1788.2(c).

32. The Defendants caused a telephone to ring repeatedly and engaged the Plaintiff in continuous conversations with an intent to annoy the Plaintiff, in violation of Cal. Civ. Code § 1788.11(d).



1 F. Actual damages from the Defendants for the all damages including  
2 emotional distress suffered as a result of the intentional, reckless, and/or  
3 negligent FDCPA violations and intentional, reckless, and/or negligent  
4 invasions of privacy in an amount to be determined at trial for the  
5 Plaintiff;  
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7  
8 G. Punitive damages; and

9 H. Such other and further relief as may be just and proper.  
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11 **TRIAL BY JURY DEMANDED ON ALL COUNTS**  
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14 DATED: June 12, 2012  
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17 By: \_\_\_\_\_  
18 Tammy Hussin, Esq.  
19 Lemberg & Associates  
20 Attorney for Plaintiff, Kenny Schaff  
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